that the Act does not cover a case where the goods are delayed in transportation and the owner suffers a loss through the decline in the market. The Act has been construed by several state courts which have held that damages for loss of market because of unreasonable delay, as well as damages for any physical injury to the goods themselves may be recovered by the shipper. *Baltimore C. & A. Ry.* v. *Sperber & Co.*, 117 Md. 595; *So. Pac. Ry. Co.* v. *Lyon & Co.*, 107 Miss. 777; *Louisville & N. R. Co.*, v. *Cheatwood*, (Ala. 1915) 69 So. 343; *Lewellyn* v. *Pere Marquette Ry.*, 185 Ill App. 171; *Ft. Smith & W. R. Co.* v. *Awbrey*, 36 Okla. 270; *Pecos & N. T. R. Co.* v. *Cox*, (Tex. Civ. App. 1912) 150 S. W. 265; *Norfolk Truckers' Exchange* v. *Norfolk So. Ry.*, 116 Va. 466. The United States Supreme Court has now for the first time passed upon the question, and it has upheld the interpretation of the state courts.

Common Law Marriage.—When Both Parties Know That Their Cohabitation Was Illicit.—The defendant was indicted for wife abandonment. In 1903 he married the prosecuting witness, who then believed him to be single, though he knew that he had another lawful wife living. Early in 1905 the prosecuting witness learned of the existence of the other wife, but defendant proposed that they continue to live together, as the former marriage "will be all over with," and she agreed. Later in the same year he obtained a divorce from his first wife, and the prosecuting witness continued to cohabit with him until 1910 when he abandoned her, for which abandonment he is now prosecuted. There was no change in the relations of the defendant and the prosecuting witness after the divorce was procured, the defendant continuing to introduce her in society as his wife as he had done before. *Held*, that the second marriage was good as a common law marriage. *State* v. *Rotter*, (Mo. App. 1916) 181 S. W. 1158.

It is clear that the second marriage became meretricious on the part of the prosecuting witness as soon as she learned that defendant had another lawful wife, and a case is presented where both parties have knowledge that their relations are illicit. The rule of presumption in such cases is that a marriage once meretricious continues to be so, and a new contract must be shown to have been made after the impediment is removed in order to have a valid common law marriage. *Clark* v. *Barney*, 24 Okla. 455, 103 Pac. 598; *Rose* v. *Rose*, 67 Mich. 619, 35 N. W. 802; *Floyd* v. *Calvert*, 53 Miss. 37; *Barnum* v. *Barnum*, 42 Md. 251, 297; *In re Terwilliger's Estate*, 118 N. Y. Supp. 424; *Williams* v. *Williams*, 46 Wis. 464, 478. *Campbell* v. *Campbell*, Law Rep. 1 H. L. Sc. 182, is sometimes cited as sustaining a contrary doctrine, but that case goes upon the theory that, the impediment to lawful marriage being removed, the repute of marriage was evidence of a new contract. "If the parties desire marriage, and do what they can to render their marriage matrimonial, yet one of them is under a disability,—as where there is a prior marriage undissolved,—their cohabitation thus matrimonially meant, will in matter of law make them husband and wife from the moment the disability is removed; and it is immaterial whether they knew of its existence, or its removal, or not, nor is this a question of evidence." 1 Bishop,

MARRIAGE, DIVORCE AND SEPARATION, § 970. Apparently the rule of BISHOP is contra to the cases above cited. The principal case would seem to be an incorrect adjudication because until the divorce was granted to the husband there could be no effective present consent, and there is no evidence of any change in the circumstances after the divorce from which mutual consent might then be inferred. It is difficult to follow the court's reasoning which is to the effect that the agreement of 1905, made before the divorce was granted, took effect upon the removal of the impediment. But how could the agreement, obviously void ab initio, be considered the basis for a contract when the impediment was removed? At most it could only be considered evidence of a *consensus mentium* subsequent to the divorce decree, and not the substance of the contract as the court argues.

CONDITIONAL SALES.—TRANSFER OF PURCHASE-MONEY OBLIGATION AS AFFECTING RESERVATION OF TITLE.—The payee of a note given for the purchase price of personalty and reserving title to the payee till the indebtedness should be paid, endorsed it to the plaintiff as follows, "I hereby transfer the within to J. P. David, without recourse." *Held,* that this was "an unconditional assignment of the note in which title was reserved and was sufficient to carry along with the evidence of the debt the security for its payment." *R. A. Broach & Co.* v. *David,* (Ga. App. 1916) 87 S. E. 696.

The court in the principal case relied on *West Yellow Pine Co.* v. *Kendrick,* 9 Ga. App. 350, 71 S. E. 504, in which case the court refused to decide what the effect would be of the transfer of such notes endorsed merely "without recourse" and base their decision upon the fact that the endorsement as actually made stated "the within paper is transferred without recourse." Since the paper was an instrument reserving title as well as a note it was the party's intention to transfer not merely the indebtedness but also the title. The Georgia decisions always seemed to be in harmony on the point that an unconditional transfer of such an instrument as was here involved would vest the reserved title in the transferee, and this seems to be the general rule in other states. *Barton* v. *Grosseclose,* 11 Ida. 227, 81 Pac. 623; *Spoon* v. *Frambach,* 83 Minn. 301, 86 N. W. 106; *W. W. Kimball & Co.* v. *Melon,* 80 Wis. 183, 48 N. W. 1100; *Seufert* v. *Simonton,* 75 Ore. 422, 146 Pac. 520, (contract reserving title assigned with note); *Dillon & West* v. *Grutt,* (Nev. 1915), 144 Pac. 741, (contract reserving title assigned.) *Bean* v. *Edge,* 84 N. Y. 510, (contract and note, separate instruments, both assigned.) As was said in *Cutting* v. *Whitteman,* 72 N. H. 107, 54 Atl. 1098, "a vendor who sells a chattel reserving title until the price is paid, retains the property therein as collateral security, and a transfer by him of the debt carries with it his interest in the chattel in the same manner as the assignment of a mortgage debt carries with it the mortgage." There has been however a conflict among the Georgia decisions as to the effect of a simple endorsement made merely "without recourse" in the transfer of an instrument such as that in the principal case. *Cade* v. *Jenkins,* 88 Ga. 791, 15 S E. 202, held that the fact that the assignment was made without recourse made no difference, and that the title vested in the transferee. *Burch* v.